

COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

NORTHWEST CAPITAL BUSINESS  
CREDIT, LLC,  
7659 King's Pointe Road  
Toledo, Ohio 43617,

Plaintiff,

vs.

PF HOLDINGS, INC., d/b/a RMJ  
CAPITAL, INC.,  
C/O Lawrence F. Peek  
2910 Black Canyon Road  
Colorado Springs, Colorado 80904,

and

MEIS, LLC, d/b/a INCLUSIVE  
SOLUTIONS,  
C/O James R. Bloom  
1206 A East Second Street  
Ottawa, Ohio 45875,

and

HAMILTON COUNTY  
DEVELOPMENTAL DISABILITIES  
SERVICES,  
C/O Cheryl Phipps, Superintendent  
520 Madison Road  
Cincinnati, Ohio 45206,

Defendants.

) CASE NO.: A 1 0 0 5 5 6 9

) (JUDGE \_\_\_\_\_)

) COMPLAINT FOR DECLARATORY  
JUDGMENT AND INTERPLEADER

) REQUEST FOR CERTIFIED MAIL  
SERVICE

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CERT MAIL	<input checked="" type="checkbox"/>
SHERIFF	<input type="checkbox"/>
WAVE	<input type="checkbox"/>
PROCESS SERVER	<input type="checkbox"/>
NONE	<input type="checkbox"/>
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COMPLAINT

Comes now plaintiff and for its complaint against defendants states:

1. Plaintiff Northwest Capital Business Credit, LLC ("Northwest Capital") is an Ohio limited liability company doing business in Hamilton County.

2. Defendant PF Holdings, Inc., operating under the trade name of RMJ Capital, Inc., ("RMJ Capital"), is a Colorado corporation doing business in Hamilton County.
3. Defendant MEIS, LLC, operating under the trade name of Inclusive Solutions, ("Inclusive Solutions"), is an Ohio corporation doing business in Hamilton County.
4. Defendant Hamilton County Developmental Disabilities Services ("HCDDS") is a political subdivision of Hamilton County, Ohio.
5. The activities of the parties giving rise to the claims alleged herein occurred in Hamilton County, and the funds being held by HCDDS which are the subject matter of this action are located in Hamilton County.
6. Inclusive Solutions at all relevant times alleged herein has provided, and continues to provide, HCDDS with certain support services in Hamilton County under written contracts with HCDDS.
7. As of June 14, 2010, HCDDS owes \$290,579.99 for unpaid invoices under the foregoing contracts per the itemized statement of account attached hereto and incorporated herein as Exhibit A, and the foregoing amount owed by HCDDS will continue to increase as Inclusive Solutions continues to perform its services and invoice HCDDS under the foregoing contracts, (collectively the "accounts receivable" or "funds").
8. HCDDS does not dispute owing the foregoing accounts receivable, but has advised the parties that it cannot make payment due to the competing claims to the funds by Northwest Capital and RMJ Capital.
9. Northwest Capital, as the primary commercial factor for Inclusive Solutions, has notified counsel for HCDDS by letter that it owns and holds a senior security interest in all of the foregoing accounts receivable under its collateral assignment from The Union Bank Company, and has directed HCDDS to direct payment of

the funds to it. Copies of the letter, the collateral assignment and Union Bank's September 7, 2006 UCC financing statement are attached hereto and incorporated herein as Exhibit B.

10. Northwest Capital as the owner and senior secured party is entitled to the accounts receivable.
11. RMJ Capital has no valid legal claim to the accounts receivable, but has nevertheless notified counsel for HCDDS by letter that it has a claim to the funds, and has directed HCDDS to direct payment of the accounts receivables to it. A copy of RMJ Capital's letter is attached hereto and incorporated herein as Exhibit C.
12. Inclusive Solutions admits that Northwest Capital owns and has a senior security interest in the accounts receivable, and that the funds should be paid to Northwest Capital.
13. Inclusive Solutions disputes the competing claim of RMJ Capital, and denies that the accounts receivable should be paid to RMJ Capital.
14. Inclusive Solutions has advised the parties that service may have to be curtailed if HCDDS does not direct funds to Northwest Capital.
15. HCDDS has advised the parties that it is holding the accounts receivable until the competing claims of Northwest Capital and RMJ Capital are resolved.
16. A declaration by this court of the parties' rights to the accounts receivable will terminate this controversy before Northwest Capital and Inclusive Solutions suffer irreparable damage.

WHEREFORE, Northwest Capital prays that each defendant be required to interplead and set up any claims it may have to the accounts receivable, that this court enter a declaratory judgment declaring that Northwest Capital as the owner and senior security party is entitled to payment of the accounts receivable, declaring that RMJ Capital is not entitled to payment thereof, ordering HCDDS to pay the accounts receivable to Northwest Capital, ordering HCDDS

to deposit current and future accounts receivable into court pending the outcome of this action, awarding Northwest Capital its attorneys' fees and costs, and awarding such other relief as the court deems appropriate.

Respectfully submitted,

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Attorneys for Plaintiff Northwest Capital  
Business Credit, LLC

**REQUEST FOR CERTIFIED MAIL SERVICE**

I hereby request that a copy of the foregoing Complaint be served by Certified Mail upon the Defendants at the addresses set forth in the caption.

*K. Brian All*  
Joseph L. Dilts